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FD-340 (REV. 6-24-65)

File No. 166-685-1B1 (1)

Date Received 8/22/73

From [redacted]

(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By Wayne A. Ken

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description:

Photo

b6
b7C

b6
b7C

b6
b7C

166-685-1B1 (1)

b6
b7C

166-685-1B1 (1)

U. S. MARSHALS SERVICE
AN ORIGINAL POLAROID LAND PHOTOGRAPH
Madison, Wisconsin

b6
b7C

Name SUBJE [redacted] 22 Aug 73

Alias NAME [redacted]

Address [redacted]

Age [redacted]

Ht. 5-5 1/2 Weight 135

Hair BROWN Eyes BROWN

Date Photo Taken Initials

For your convenience when ordering copies, indicate the number of copies desired in the appropriate box for the size(s) you select. You can get quality work by Polaroid Copy Service through your dealer or by mail.

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P558B-1 4/72

Printed in U.S.A.

FD-340 (REV. 6-24-65)

File No. 166-685-1B (2)

Date Received 8/22/73

From HELEN KASPER
(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By Wayne R [illegible]
(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description:
PHOTO

Photo
Photo
Negative File

166-685-1B1 (2)

U. S. MARSHALS SERVICE
AN ORIGINAL POLAROID LAND PHOTOGRAPH
Madison, Wisconsin

Name (SUBJECT) HELEN KASPER (DATE)

Alias (NAME)

Address (ADDRESS) 910 Oplaw, Hurley, WI

Age 49 D.O.B.

Ht. 5ft 1 Weight 130

Hair Br Eyes Br

Date Photo Taken 8/22/73 Initials RK

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P559B-1 4/72

Printed in U.S.A.

FD-340 (REV. 6-24-65)

File No. 166-685-1B1 (3)

Date Received 7/11/73

From [redacted]

(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By Wayne A. Ken

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description: Photo

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b6
b7C

7/11/23

b6
b7C

166-685-1B (3)

FD-340 (REV. 6-24-65)

File No. 166-685-1131 (4)

Date Received 10/31/73

From [redacted]

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By Wayne K Ker

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description: Photo

b6
b7C

Serialized
Photo File
Reactive File

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166-685-1B(4)

AN ORIGINAL POLAROID PHOTOGRAPH

U.S. MARSHALS SERVICE

Madison, Wisconsin

SUBJECT [redacted] DATE _____ b6

Name _____ b7C

NAME _____

Alias _____

ADDRESS

Address _____

Age _____ D.O.B. _____

Ht. _____ Weight _____

Hair _____ Eyes _____

Date Photo Taken 10-31-73 Initials JMA

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8 x 10 ENLARGEMENTS	
35mm SLIDES	

P558B-1 4/72

Printed in U.S.A.

FD-340 (REV. 6-24-65)

File No. 166-685-1B1 (5)

Date Received 7/11/73

From [redacted]

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By Wayne H. Ker

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description: Photo

b6
b7C

b6
b7C

7/4/73

b6
b7C

H.S
aug 22-73

166-685-1B (5)

FD-340 (REV. 6-24-65)

File No. 166-685-1B1 (6)

Date Received 7/11/73

From [redacted]
(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By Wayne K Kerr
(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description: PHOTO

b6
b7C

Negative in
Photo Lab
Negative File

b6
b7C

9/11/73

b6
b7C

166-685-1B, (6)

FILE NO. MI 166-685-1A (7)

DATE RECEIVED 8/23/73

FROM [redacted]

[redacted] 1st Nat. Bank

Ironwood, Michigan

BY SPECIAL [illegible] W. KERN

TO BE RETURNED [illegible]

[illegible]

RECEIPT GIVEN ☐ YES

☒ NO

DESCRIPTION: PROPERTY RECORDS, 28 SILVER ST, HURLEY, WIS

(Copies of the following documents relating to 28 Silver Street, Hurley, Wis obtained from records produced at Madison, Wis on subpoena; by AUSA [redacted] 8/23/73

1. deed whereby Louis Dasbarri acquired property from Mr & Mrs TROLLA
2. Wisconsin Real Estate Transfer Return
3. title opinion
4. Louis Dasbarri's mortgage note
5. 1st mortgage on property
6. 2nd mortgage note
7. Second mortgage on property
8. Real Estate appraisal Certificate
9. Bank ledger – mortgage payments)

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b7C

67174

STATE OF WISCONSIN-FORM 9

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
IRON COUNTY, WIS.
Received for Record, this 27 day
April 1971 at 10:30 o'clock
A.M. and duly recorded in Vol. 80
Records 243

RETURN TO
First National Bank b6
b7C
Ironwood, Michigan

THIS INDENTURE, Made by ANTON TROLLA and EMMA TROLLA, husband and wife, and EMMA TROLLA in her own right, 108 Oak Street, Hurley, Wisconsin grantors, of Iron County, Wisconsin, hereby conveys and warrants to LOUIS GASBARRI, a married man, of 410 Poplar Street, Hurley grantee, of Iron County, Wisconsin, for the sum of FOURTEEN THOUSAND ($14,000.00) Dollars, the following tract of land in Iron County, State of Wisconsin:

Lot Seven (7) of Block One (1) of the Northern Chief Iron Company's Third Addition to the Village (now City) of Hurley, Iron County, Wisconsin, according to the recorded plat thereof; subject to mineral and mining reservations, and other reservations, easements and exceptions contained in the several instruments constituting the chain of title to said premises.

TRANSFER
$ 14.00
FEE

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

In Witness Whereof, the said grantors have hereunto set their hands and seals this 22nd day of April, A. D., 1971.

Anton Trolla (SEAL)
ANTON TROLLA

Emma Trolla (SEAL)
EMMA TROLLA

(SEAL)

(SEAL)

SIGNED AND SEALED IN PRESENCE OF

William A. Trolla
WILLIAM A. TROLLA

Jerel J. Gasbarri
JEREL J. GASBARRI

State of ~~Wisconsin~~ Michigan,
Gogebic County. Personally came before me, this 22nd day of April, A. D., 1971, the above named ANTON TROLLA and EMMA TROLLA severally and jointly to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Jack T. Jacobs
JACK T. JACOBS
Notary Public, Gogebic County, ~~Wis.~~ Mich.
My commission (expires) (is): April 8, 1972

(NOTARY SEAL)

THIS INSTRUMENT WAS DRAFTED BY
SANTINI, JACOBS & MCDONALD
Attorneys, Ironwood, Michigan

Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary. Section 59.513 similarly requires that the name of the person who drafted such instrument shall be printed, typewritten, stamped or written thereon in a legible manner.

No. 67174

TO

Premises

Warranty Deed

This Instrument should be immediately placed upon record to avoid future trouble and litigation.

REGISTER'S OFFICE,
State of Wisconsin,
Iron County.

Received for Record this 27 day of April, A. D., 1971, at 10:30 o'clock A.M., and recorded ~~Reel~~ Vol. 80 of ~~Deeds~~ Records on ~~image~~ page 343

[redacted]

Deputy.

RETURN TO

b6
b7C

OK 4/23/73

WISCONSIN REAL ESTATE TRANSFER REPORT

Grantor: Anton & Emma Trolla (Name) 108 Oak Street, Hurley, Wis (Address)

Grantee: Louis Gasbarri (Name) 410 Poplar St., Hurley, Wis (Address)

Relationship: None

PART I - Property Transferred

County Iron (Name) ☒☒☐ of Hurley (Municipality) Silver Street (Street Address)

LEGAL DESCRIPTION:

Lot 7, Block 1, Northern Chiefl Iron Company's Third Addition

LEAVE BLANK

Document No.	Vol. (Reel)	Page (Image)	Date Recorded	Kind and Date of Conveyance
67174	80	343	4-27-71	W. D., 4-22-71

Parcel Number						19__	19__	County Code	District Code
						L	L	1 Office / 2 Field / 3 Use / 4 Reject	
A	B	C	D	E	F	I	I	Ratio	Consideration
						T	T		

PART II - Physical Description and Intended Use

1. a. ☐ Land Only
   b. ☒ Land & Building
2. a. ☐ New Construction
   b. ☒ Previously Occupied
3. a. ☐ Single Family
   b. ☐ 2 through 7 units
   c. ☐ 8 or more units
4. a. ☐ Residential
   b. ☒ Mercantile
   c. ☐ Manufacturing
   d. ☐ Agricultural
   e. ☐ Other _____
5. a. City Total Acres
   b. None Tillable Acres
   c. None W.T.L. Acres
   d. None F.C. Acres
6. None Feet of Water Frontage

PART III - Transfer

1. ☒ Sale
2. ☐ Gift
3. ☐ Exchange
4. ☐ Other _____

PART IV - Computation of Fee

1. Total value of transfer (purchase price, etc.) . . . . . $ 14,000.00
2. Ownership interest transferred entire
3. Fee . . . . . $ 14.00

I (We) declare under penalty of law, that this return (including any accompanying schedule) has been examined by me (us) and to the best of my (our) knowledge and belief it is true, correct and complete.

Louis Gasbarri — SIGNATURE OF GRANTEE OR AGENT

April 22 1971 — DATE

LOUIS GASBARRI

PE-503 (R. 8-69)

Distribution: Orig. - Prop. Owner; 2nd - Dept. of Rev.; 3rd - Local Assess.; 4th - Dist. Supervisor

SANTINI, JACOBS & McDONALD
ATTORNEYS AT LAW
BROGAN BUILDING
IRONWOOD, MICHIGAN
49938
TELEPHONE 932-0400

b6
b7C

April 21, 1971

First National BAnk of Ironwood
Suffolk Street
Ironwood, Michigan 49938

C O P Y

Re: Title Opinion: Lot 7, Block 1, Northern Chief Iron Company's Third Addition to City of Hurley, Iron County, Wisconsin
Subject to mineral and mining reservations and other reservations, easements and exceptions contained in the several instruments constituting the chain of title to said premises.

Gentlemen:

At your request, I have examined an Abstract of Title bearing no number for the above described premises which contains 31 entries, beginning with the plat (Entry 1) and ends with the Trolla-Francis Satisfaction of Mortgage in 1958 (Entry 31). This Abstract was last certified by the Iron County (Wisconsin) Abstractor on April 16, 1971. This Abstract shows all taxes fully paid through 1969. The Abstract is suitable for title examination purposes.

It is my opinion based on said Abstract that as of April 16, 1971, Emma Trolla, a married woman, is the owner of a good and marketable title in fee to the above described premises, subject to the following comments:

1. Minerals have been reserved by prior grantors;

2. Taxes for the year 1970 are in the process of collection, with one-half being paid;

3. All mortgages of record for the property above described are paid, satisfied and discharged, and there are no other recorded liens, no liens outstanding and no other encumbrances because of judgments, tax liens, old age assistance liens or mechanic liens, special assessments or otherwise, and I assume there are no such unrecorded instruments.

SANTINI, JACOBS & McDONALD
ATTORNEYS AT LAW
BROGAN BUILDING
IRONWOOD, MICHIGAN
49938
TELEPHONE 932-0400

b6
b7C

Re: Title Opinion: Lot 7, Block 1, Northern Chief Iron Company's Third Addition to City of Hurley, Iron County, Wisconsin

4. I do not certify as to the accuracy of the above described premises, which is subject to a physical survey to be satisfied there are no boundary line differences as concerns where the boundaries are, or locations of fences, signs, trees, structures, or other obstructions. Boundaries should be verified to be sure of their physical position on the ground and that they are situated as everyone believes them to be.

5. If there have been any recent improvements, you should be satisfied there are no unpaid labor or material men. If anyone other than Mrs. Trolla occupies or uses the premises, you should verify the nature and extent of such occupany and use and whether it is adversely to Mrs. Trolla or under written instrument or oral understanding.

6. The above described premises would be subject to any long standing visible or obvious and reserved rights of way for telephone, telegraph and electric transmission lines, water and sewer lines, and roadways.

7. It should be verified that there are no unpaid water or sewer charges, if involved, that could constitute a priority line against the prmises.

8. The title of Mrs. Trolla is substantiated by laws applicable to adverse possession and warranties in prior conveyances.

9. Although not of record, it should be verified what application, if any, the City of Hurley Zoning Ordinance might have to the above premises.

10. The Abstract does not indicate that the premises are in any way subject to any rights in favor of adjacent properties, such as ingress or egress, water or sewer line rights.

11. I assume there are no outstanding or uncorrected Wisconsin Health Department code violations or orders affecting the above described premises and I further assume the premises are not subject to any condemnation and that the permits have been or will be issued for any contemplated improvements.

COPY

SANTINI, JACOBS & McDONALD
ATTORNEYS AT LAW
BROGAN BUILDING
IRONWOOD, MICHIGAN
49938
TELEPHONE 932-0400

CHARLES L. SANTINI
JACK THOMAS JACOBS
DAVID E. McDONALD
GARY F. SILC

Re: Title Opinion: Lot 7, Block 1, Northern Chief Iron Company's Third Addition to City of Hurley, Iron County, Wisconsin

12. If there are any buildings on said premises, it should be verified whether said structures are part of and appurtenant to the land so as to pass with a conveyance or mortgage of the real estate or whether they are considered personal property so as to be subject to a chattel mortgage.

COPY

I have prepared a proposed Warranty Deed of Anton Trolla and Emma Trolla to Louis Gasbarri, and an accompanying Wisconsin Real Estate Transfer Return for this proposed sale, and they are satisfactory to accomplish the intended conveyance. The deed and transfer return ought to be promptly recorded, with revenue stamps affixed. I am satisfied that Mr. & Mrs. Trolla will convey valid and marketable title to said premises over to Louis Gasbarri by this proposed deed.

I am satisfied and of the opinion that your Bank may take a valid mortgage and priority lien upon the above described premises, and if done, said mortgage when executed should be promptly recorded so it will be a first lien on said premises.

Should you have any questions, please call me. I return herewith the above mentioned Abstract, Deed, Mortgage, Note and your Bank file.

[redacted] b6 b7C

[redacted]
Encs.

LOUIS GASBARRI and ADINA GASBARRI 1E

IRONWOOD, MICH., April 23, 19 71 $12,000.00

FOR VALUE RECEIVED the undersigned jointly and severally promise to pay to the order of

FIRST NATIONAL BANK *of Ironwood*

IRONWOOD, MICHIGAN

Payments Due Monthly

Note Due 4-23-75

THE SUM OF Twelve Thousand and No/100ths ---------- DOLLARS

with interest thereon at the rate of 8 per cent per annum, in installments as follows: Two Hundred Ninety-two &96/100 or more, including accrued interest Dollars ($ 292.96) on the 23rd day of May, 19 71, and Two Hundred Ninety-two & 96/100 or more, incl. acc. int. Dollars ($ 292.96) on the 23rd day of June, 19 71, and a like and equal sum on the same day of each month thereafter until April 23, 1975 when the balance remaining unpaid shall become due and payable, but if default occurs in the payment of any installment of principal or interest as herein provided then the entire unpaid principal and interest, at the option of the payee or holder hereof, shall immediately become due and payable. Presentment for payment, notice of nonpayment, protest, and notice of protest, are hereby waived by each maker, endorser, surety and guarantor hereof.

Interest on the entire unpaid principal shall be paid in addition to and at the maturity of each installment.

ITEM - Mercantile

P. O. ADDRESS 410 Poplar Street SIGN HERE [signature]

Hurley, Wisconsin 54534

P. O. ADDRESS SIGN HERE [signature]

A. K. GARRETT CO. DULUTH FORM 43-BS

1ST NOTE. -

DOCUMENT NO.
67175

MORTGAGE—To Corporation
Insurance, Option and Tax Clause
STATE OF WISCONSIN—FORM 17 (Rev. 1953)
THIS SPACE RESERVED FOR RECORDING DATA
IRON COUNTY, WIS.
Received for Record this 27 day of April A.D. 1971 at 10:30 A.M. and duly recorded in Vol. 80 of Mortgages, Page 344

RETURN TO
First National Bank
Ironwood, Michigan

b6
b7c

KNOW ALL MEN, That LOUIS GASBARRI and ADINA GASBARRI, his wife, as husband and wife, and as individuals of 410 Poplar Street, Hurley, Wisconsin, parties of the first part, in consideration of the sum of Twelve Thousand and No/100ths ($12,000.00) Dollars, in hand paid by FIRST NATIONAL BANK OF IRONWOOD, a National Banking Association, a Corporation duly organized and existing under and by virtue of the laws of the Congress located at Ironwood, Michigan, party of the second part, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to the said party of the second part, its successors and assigns forever, the following described real estate, lying and being in the County of Iron, State of Wisconsin, and known and described as follows, to-wit:

Lot Seven (7), Block One (1) of the Northern Chief Iron Company's Third Addition to the Village (now City) of Hurley, Iron County, Wisconsin, according to the recorded plat thereof; subject to minerals and mining reservations and other reservations, easements and exceptions contained in the several instruments constituting the chain of title to said premises.

together with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise or to be had therefrom.

TO HAVE AND TO HOLD the same to the said party of the second part, its successors and assigns forever.

And the said Louis Gasbarri and Adina Gasbarri parties of the first part, for themselves, their survivor, heirs, executors and administrators, hereby covenant that they are well and truly seized of a good and perfect title to the premises above conveyed in the law, in fee simple, and that the title so conveyed is clear, free and unincumbered

and that they will forever warrant and defend the same to the party of the second part, its successors and assigns, against all claims whatsoever.

(Section 59.41 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the name of the grantor, grantee, witnesses and notary).

themselves, their survivor, heirs, executors, administrators and assigns, covenant — and agree — with the said party of the second part, its successors or assigns, to insure and keep insured the building s — thereon against loss or damage by fire for the sum of Twelve Thousand ($12,000.00) ---------- Dollars, or over, against loss or damage by fire with extended coverage,

~~XXXXX~~, in insurance companies

to be approved by the said party of the second part, its successors or assigns, such insurance to be payable in case of loss to the said party of the second part, its successors or assigns, as its mortgage interest may appear, and the policy or policies of insurance to be held by the said party of the second part, and to pay when due and payable, all taxes and assessments now or hereafter assessed or levied against this mortgage or the note — secured thereby and on the real estate described in this mortgage, including every mortgage interest which said party of the second part, its successors or assigns may have or be deemed to have in such real estate by reason of this mortgage, and to deliver to the said party of the second part, its successors or assigns annually, prior to the first day of May, receipts showing due payment thereof; hereby waiving and releasing all rights of offsets or deductions against the indebtedness secured by this mortgage, because of the payment of any such taxes or assessments; that the interest of the mortgagor s — and also of the mortgagee, in such real estate shall be assessed for taxation and taxed together, without separate valuation, to the mortgagor s, their heirs and assigns; and in case of any failure to keep or continue such insurance and to deliver the same as above provided, or in case any such taxes or assessments remain unpaid after the expiration of the time in which they are due and payable, the said party of the second part, its successors or assigns may effect an insurance upon said building or buildings to the amount above named and may pay such taxes and assessments with accrued interest, officers' fees and expenses thereon and the amount or sums so paid shall be immediately paid to the said party of the second part, its successors or assigns, and shall, unless so paid, be added to and be deemed part and parcel of the money secured hereby, together with interest thereon at the rate of ten per cent, per annum, and form a lien upon the premises so described.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said Louis Gasbarri and Adina Gasbarri parties of the first part, their survivor, heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, the sum of Twelve Thousand ($12,000.00) Dollars, payable on or before four (4) years from date, with interest thereon at the rate of eight (8%) per cent ~~Dollars~~, per annum, payable monthly ($292.96 or more, including accrued interest) according to the conditions of one certain promissory note — bearing even date herewith, executed by the said Louis Gasbarri and Adina Gasbarri part ies of the first part to said party of the second part, and shall moreover keep such buildings insured as above mentioned and keep the policy or policies thereof assigned, as aforesaid, and shall pay all taxes and assessments herein above referred to, as aforesaid, then these presents and the said note — shall cease and be null and void. But in case of the non-payment of any sum of money (either of principal, interest, insurance premiums, taxes or assessments), at the time or times when the same shall become due, or the failure to perform any of the covenants or agreements by said part ies of the first part to be kept and performed, then in such case, or in either case, the whole amount of said principal sum shall, at the option of the said party of the second part, its successors or assigns be deemed to have become due and payable without any notice whatever, and the same, together with all sums of money which may be or have been paid by the said party of the second part, its successors or assigns for or on account of insurance, taxes or assessments, with interest thereon at the rate aforesaid, shall thereupon be collectible in a suit at law, or by foreclosure of this mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such failure shall occur as aforesaid; and the judgment or decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all the sums so paid for, or account of, insurance, taxes or assessments, with interest at the rate aforesaid; and it shall be lawful in such case, or in either case, for the said party of the second part, its successors or assigns to grant, sell and convey the said real estate with the appurtenances thereunto belonging, at public sale, and on such sale to make and execute to the purchaser or purchasers, his, her or their assigns forever, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided. And in case suit shall be brought for the foreclosure of this mortgage, the said part ies of the first part for themselves, their/survivor heirs, executors, administrators and assigns, covenant — and agree — that they will pay to the said party of the second part, its successors or assigns, all expenses incurred for the purpose of the foreclosure suit, and in addition to the taxable costs in such suit a reasonable sum of money as solicitor's fees; to be included, with the expenses above mentioned, in the judgment or decree.

In Witness Whereof, the said part ies of the first part have hereunto set their hands and seals this 23rd day of April, A. D., 19 71.

SIGNED AND SEALED IN PRESENCE OF

G. A. Dahlen

Gertrude L. McKevitt

Louis Gasbarri (SEAL)
LOUIS GASBARRI

Adina Gasbarri (SEAL)
ADINA GASBARRI

(SEAL)

(SEAL)

STATE OF ~~WISCONSIN~~ MICHIGAN
GOGEBIC County, } ss.

Personally came before me, this 23rd day of April, A. D., 19 71 the above named Louis Gasbarri and Adina Gasbarri

to me known to be the person s who executed the foregoing instrument and acknowledged the same.

Gertrude L. McKevitt
Notary Public Gogebic County, Mich, ~~Wis.~~
My Commission (Expires) (Is) October 1, 1973

NOTARY SEAL PUBLIC

This instrument drafted by
First National Bank of Ironwood
Ironwood, Michigan 49938

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary).

MORTGAGE—STATE OF WISCONSIN, FORM NO. 17

6

LOUIS GASBARRI & ADINA GASBARRI 1E

No [illegible]

IRONWOOD, MICH., October 21, 19 71

$17,000.00

Payments Due Monthly

Note Due 10/21/7

No.

FOR VALUE RECEIVED the undersigned jointly and severally promise to pay to the order of

FIRST NATIONAL BANK *of Ironwood*

IRONWOOD, MICHIGAN

THE SUM OF Seventeen Thousand and No/100ths ---------- DOLLARS

with interest thereon at the rate of 8 per cent per annum, in installments as follows: Four Hundred Fifteen & 2/100 or more, including accrued interest Dollars ($ 415.02) on the 21st day of November, 19 71, and Four Hundred Fifteen & 2/100 or more, incl. acc. int. Dollars ($ 415.02) on the 21st day of December, 19 71, and a like and equal sum on the same day of each month thereafter until October 21, 1975 when the balance remaining unpaid shall become due and payable, but if default occurs in the payment of any installment of principal or interest as herein provided then the entire unpaid principal and interest, at the option of the payee or holder hereof, shall immediately become due and payable. Presentment for payment, notice of nonpayment, protest, and notice of protest, are hereby waived by each maker, endorser, surety and guarantor hereof.

Interest on the entire unpaid principal shall be paid in addition to and at the maturity of each installment.

REM - Mercantile

P. O. ADDRESS 410 Poplar Street SIGN HERE Louis Gasbarri

P. O. ADDRESS Hurley, Wisconsin 54534 SIGN HERE Adina Gasbarri

THE H. R. GARRETT CO. DULUTH FORM 43-B8

DOCUMENT NO.
67815

MORTGAGE—To Corporation
Insurance, Option and Tax Clause
STATE OF WISCONSIN—FORM 17 (Rev. 1963)
THIS SPACE RESERVED FOR RECORDING DATA

October 71 22 10:30 B 3
Rec'd 197-198

b6
b7C

RETURN TO
First National Bank
Ironwood, Michigan

KNOW ALL MEN, That LOUIS GASBARRI and ADINA GASBARRI, his wife, as husband and wife, and as individuals of 410 Poplar Street, Hurley, Wisconsin,

part ies of the first part, in consideration of the sum of ---------- Seventeen Thousand and No/100ths ($17,000.00) ----- Dollars, in hand paid by FIRST NATIONAL BANK OF IRONWOOD, a National Banking Association, a Corporation duly organized and existing under and by virtue of the laws of the Congress located at Ironwood, Michigan, ~~Wisconsin~~, party of the second part, the receipt whereof is hereby acknowledged, do ____ hereby grant, bargain, sell and convey to the said party of the second part, its successors and assigns forever, the following described real estate, lying and being in the County of Iron, State of Wisconsin, and known and described as follows, to-wit:

Lot Seven (7), Block One (1) of the Northern Chief Iron Company's Third Addition to the Village (now City) of Hurley, Iron County, Wisconsin, according to the recorded plat thereof; subject to minerals and mining reservations and other reservations, easements and exceptions contained in the several instruments constituting the chain of title to said premises.

together with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise or to be had therefrom.

TO HAVE AND TO HOLD the same to the said party of the second part, its successors and assigns forever.

And the said Louis Gasbarri and Adina Gasbarri themselves, their survivor, part ies of the first part, for ____ heirs, executors and administrators, hereby covenant ____ that they are ____ well and truly seized of a good and perfect title to the premises above conveyed in the law, in fee simple, and that the title so conveyed is clear, free and unincumbered ____ and that they ____ will forever warrant and defend the same to the party of the second part, its successors and assigns, against all claims whatsoever.

Sec. 11.11 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have printed, typed or legibly written thereon the name or names

for themselves, their survivor, heirs, executors, administrators and assigns, covenant and agree with the said party of the second part, its successors or assigns, to insure and keep insured the building s thereon against loss or damage by fire for the sum of Seventeen Thousand ($17,000.00) Dollars, or over, against loss or damage by fire with extended coverage,

in insurance companies

to be approved by the said party of the second part, its successors or assigns, such insurance to be payable in case of loss to the said party of the second part, its successors or assigns, as its mortgage interest may appear, and the policy or policies of insurance to be held by the said party of the second part, and to pay when due and payable, all taxes and assessments now or hereafter assessed or levied against this mortgage or the note secured thereby and on the real estate described in this mortgage, including every mortgage interest which said party of the second part, its successors or assigns may have or be deemed to have in such real estate by reason of this mortgage, and to deliver to the said party of the second part, its successors or assigns annually, prior to the first day of May, receipts showing due payment thereof; hereby waiving and releasing all rights of offsets or deductions against the indebtedness secured by this mortgage, because of the payment of any such taxes or assessments; that the interest of the mortgagor s and also of the mortgagee, in such real estate shall be assessed for taxation and taxed together, without separate valuation, to the mortgagor s, their heirs and assigns; and in case of any failure to keep or continue such insurance and to deliver the same as above provided, or in case any such taxes or assessments remain unpaid after the expiration of the time in which they are due and payable, the said party of the second part, its successors or assigns may effect an insurance upon said building or buildings to the amount above named and may pay such taxes and assessments with accrued interest, officers' fees and expenses thereon and the amount or sums so paid shall be immediately paid to the said party of the second part, its successors or assigns, and shall, unless so paid, be added to and be deemed part and parcel of the money secured hereby, together with interest thereon at the rate of ten per cent. per annum, and form a lien upon the premises so described.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said Louis Gasbarri and Adina Gasbarri parties of the first part, their survivor, heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, the sum of Seventeen Thousand ($17,000.00) Dollars, payable on or before four (4) years from date, with interest thereon at the rate of eight (8 %) per cent per annum, payable monthly ($415.02 or more, including accrued interest)

according to the conditions of one certain promissory note bearing even date herewith, executed by the said Louis Gasbarri and Adina Gasbarri

parties of the first part to said party of the second part, and shall moreover keep such buildings insured as above mentioned and keep the policy or policies thereof assigned, as aforesaid, and shall pay all taxes and assessments herein above referred to, as aforesaid, then these presents and the said note shall cease and be null and void. But in case of the non-payment of any sum of money (either of principal, interest, insurance premiums, taxes or assessments), at the time or times when the same shall become due, or the failure to perform any of the covenants or agreements by said parties of the first part to be kept and performed, then in such case, or in either case, the whole amount of said principal sum shall, at the option of the said party of the second part, its successors or assigns be deemed to have become due and payable without any notice whatever, and the same, together with all sums of money which may be or have been paid by the said party of the second part, its successors or assigns for or on account of insurance, taxes or assessments, with interest thereon at the rate aforesaid, shall thereupon be collectible in a suit at law, or by foreclosure of this mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such failure shall occur as aforesaid; and the judgment or decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all the sums so paid for, or account of, insurance, taxes or assessments, with interest at the rate aforesaid; and it shall be lawful in such case, or in either case, for the said party of the second part, its successors or assigns to grant, sell and convey the said real estate with the appurtenances thereunto belonging, at public sale, and on such sale to make and execute to the purchaser or purchasers, his, her or their assigns forever, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided. And in case suit shall be brought for the foreclosure of this mortgage, the said parties of the first part for themselves, their survivor heirs, executors, administrators and assigns, covenant and agree that they will pay to the said party of the second part, its successors or assigns, all expenses incurred for the purpose of the foreclosure suit, and in addition to the taxable costs in such suit a reasonable sum of money as solicitor's fees; to be included, with the expenses above mentioned, in the judgment or decree.

In Witness Whereof, the said parties of the first part have hereunto set their hand s and seal s this 21st day of October, A. D., 19 71.

SIGNED AND SEALED IN PRESENCE OF

G. A. Dahlen

Gertrude L. McKevitt

Louis Gasbarri (SEAL)
LOUIS GASBARRI

Adina Gasbarri (SEAL)
ADINA GASBARRI

(SEAL)

(SEAL)

STATE OF ~~WISCONSIN~~ MICHIGAN
GOGEBIC County. } ss.

Personally came before me this 21st day of October, A. D., 19 71, the above named Louis Gasbarri and Adina Gasbarri

to me known to be the person s who executed the foregoing instrument and acknowledged the same.

Gertrude L. McKevitt
Gertrude L. McKevitt
Notary Public Gogebic County, Mich.
My Commission (Expires) (is) October 1, 1973

NOTARY SEAL

This instrument drafted by
First National Bank of Ironwood
Ironwood, Michigan 49938

(Section 59.54 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.)

(8)

Real Estate Appraisal Certificate

[All classes of R. E. Mtge. Loans Under Section 24 of the F. H. A.]

Amount of Loan $2,000.00
Dated 4/23/71
Maturity 4/23/75
Installments per month $292.96 or more,
[Year or Month] incl. acc. int.

Name Louis Gasbarri & Adina Gasbarri Address 410 Poplar St., Hurley, Wisconsin
Location of R. E. Lot 7, Bk. 1, Northern Chief Iron Co's 3rd Addn to Hurley, Iron Co. Wisconsin
Amount of all prior liens $ None

If building under construction:
How far advanced
Approximate completion date
Is there a bond of completion
Contract Price $

Description

RESIDENCE: Type, structure, date erected, size of lot, No. floors, No. rooms, construction quality:

Original cost or sale price . . . . . $ Replacement value . . . . . $
Last sale price [Year] . . . . $ Assessed value . . . . . $
Average rent paid in area . . . . . $ Actual or potential rental value . . . $
Tax status Annual R. E. Taxes . . . . . $
Type of neighborhood

COMMERCIAL: Description of structure, date erected, present use, condition, type of business district: Brick & masonry 2-story building, supper club, Rooms & Restaurant, recently remodeled.

Original cost or sale price . . . . . $25,000.00 Replacement value $50,000.00
Last sale price [Year 1958] . . . $ Assessed value $8,000.00
Gross annual rentals . . . . . $ Net rental earnings . . . . . $ " " "
Tax status current Annual R. E. Taxes . . est. . . $700.00
Strictly special purpose realty or adaptable for other uses? Nite Club

FARM: Principal source of farm income [dairy, grain, etc.]
Acres under cultivation Pasture acreage
Timberland acreage Total acreage
Normal productivity [good, fair, poor]
Description and condition of dwelling, barns, silos, etc.

If dairy farm or ranch, size of herd or flock
Last sale price [Year] . . . $ Tax status
Assessed value . . . . . $ Annual R. E. Taxes . . . . . $

APPRAISED VALUE

Date of Appraisal April 23, 1971

Land $2,000.00
Buildings $25,000.00
Total $27,000.00

Signatures
G. A. Dahlen President

INSURANCE

Fire $20,000.00 (more to come)
Wind $
Other $

[redacted]

b6
b7C

Real Estate Appraisal Certificate

[All classes of R. E. Mtge. Loans Under Section 24 of the F. R. A.]

Amount of Loan . . . . . $ 17,000.00
Dated 10/21/71
Maturity 10/21/75
Installments per Month [Year or Month] $ 415.02 or more, incl. acc. interest

Name Louis Gasbarri & Adina Gasbarri Address 410 Poplar St., Hurley, Wisconsin.
Location of R. E. Lot 7, Bk. 1, Northern Chief Iron Co. s 3rd Addn to Hurley, Iron Co., Wisconsin
Amount of all prior liens $ None

If building under construction:
How far advanced
Approximate completion date
Is there a bond of completion
Contract Price $

Description
RESIDENCE: Type, structure, date erected, size of lot, No. floors, No. rooms, construction quality:

Original cost or sale price . . . . . $ Replacement value . . . . . $
Last sale price [Year] . . . . $ Assessed value . . . . . $
Average rent paid in area . . . . . $ Actual or potential rental value . . . $
Tax status Annual R. E. Taxes . . . . . $
Type of neighborhood

COMMERCIAL: Description of structure, date erected, present use, condition, type of business district: Brick & masonry, 2 story building, supper club, rooms, & Restaurant, recently remodeled.

Original cost or sale price . . . . . $ 25,000.00 Replacement value . . . . . $ 50,000.00
Last sale price [Year 1958] . . . . $ Assessed value . . . . . $ 8,000.00
Gross annual rentals . . . . . $ Net rental earnings . . . . . $ - - - -
Tax status current Annual R. E. Taxes . . est. . . . $ 700.00
Strictly special purpose realty or adaptable for other uses? Nite Club

FARM: Principal source of farm income [dairy, grain, etc.]
Acres under cultivation Pasture acreage
Timberland acreage Total acreage
Normal productivity [good, fair, poor]
Description and condition of dwelling, barns, silos, etc.

If dairy farm or ranch, size of herd or flock
Last sale price [Year] . . . . $ Tax status
Assessed value . . . . . $ Annual R. E. Taxes . . . . . $

APPRAISED VALUE
Date of Appraisal October 21, 1971

Land . . . . . $ 2,000.00
Buildings . . . . . $ 25,000.00
Total . . . . . $ 27,000.00

INSURANCE
Fire $ 20,000.00 (more to come)
Wind $
Other $

Signatures
of G. A. Dahlen, President

[redacted] b6 b7C

KEY TO COLLATERAL	
SECURITY AGREEMENT	1
ENDORSER	2
SALES CONTRACT	3
AUTOMOBILE PAPER	4
DAIRY ASSIGNMENTS	5
R. R. MORTGAGES	6
INSURANCE POLICY	7
STOCKS	8
BONDS	9
	10
	11

LIABILITY LEDGER

SHEET NO. 1 A

FIRST NATIONAL BANK OF IRONWOOD

MEMO

NAME LOUIS & ADINA GASBARRI

ADDRESS

BUSINESS

NOTE NO.	REF.	PAYMENT	INTEREST	DATE DUE	RATE	NOTE AMOUNT	DATE	BALANCE
BALANCE BROUGHT FORWARD								
158,303				423,75	.08	12,000.00+	APR 23'71	12,000.00
158,303		212.96-	80.00#				MAY 24'71	11,787.04
158,303		214.38-	78.58#				JUN 23'71	11,572.66
158,303		215.81-	77.15#				JUL 23'71	11,356.85
158,303		217.25-	75.71#				AUG 23'71	11,139.60
158,303		218.70-	74.26#				SEP 23'71	10,920.90
158,303		10,920.90-	65.52#					
159,087				1,021,75	.08	17,000.00+	OCT21'71	17,000.00
159,087		301.69-	113.33#				NOV 22'71	16,698.31
159,087		303.70-	111.32#				DEC 21'71	16,394.61
159,087		305.72-	109.30#				FEB 21'72	16,088.89
159,087		307.76-	107.26#				FEB 22'72	15,781.13
159,087		309.81-	105.21#				MAR 21'72	15,471.32
159,087		311.88-	103.14#				APR 21'72	15,159.44
159,087		313.96-	101.06#				MAY 22'72	14,845.48
159,087		316.05-	98.97#				JUN 21'72	14,529.43
159,087		318.16-	96.86#				JUL 21'72	14,211.27
159,087		320.28-	94.74#				AUG 21'72	13,890.99
159,087		322.42-	92.60#				SEP 21'72	13,568.57
159,087		324.56-	90.46#				OCT 20'72	13,244.01
159,078		326.73-	88.29#				NOV 21'72	12,917.28
159,087		328.91-	86.11#				DEC 20'72	12,588.37
159,087		331.10-	83.92#				JAN 11'73	12,257.27
159,087		333.30-	81.72#				FEB 5'73	11,923.97
159,087		335.53-	79.49#				FEB 13'73	11,588.44
159,087		337.76-	77.26#				MAR 22'73	11,250.68
159,087		340.02-	75.00#				APR 24'73	10,910.66
159,087		415.02-					MAY 24'73	10,495.64
159,087		345.05-	69.97#				JUN 19'73	10,150.59
159,087		347.35-	67.67#				JUL 25'73	9,803.24

FD-340 (REV. 6-24-65)

File No. 166-685-1B (7)

Date Received 10/30/73

From ROBERT OJANEK
(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By Wayne U [illegible]
(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description: Photo

Negative in
Photo Lab
Negative File

166-685-1 B2 (7)

AN ORIGINAL POLAROID LAND PHOTOGRAPH

U.S. MARSHALS SERVICE
Madison, Wisconsin

SUBJECT
Name WANEK, ROBERT JAMES

Alias

Address 907 MILLER ST. MARINETTE, WI.

Age 69 D.O.B. 10-20-04

Ht. 5-5 1/2 Weight 190

Hair GREY Eyes BRN

Date Photo Taken 10/25/73 Initials

For your convenience when ordering copies, indicate the number of copies desired in the appropriate box for the size(s) you select.
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8 x 10 ENLARGEMENTS	
35mm SLIDES	

P559B-1 4/72

Printed in U.S.A.

FD-340 (REV. 6-24-65)

File No. 166-685-1B1 (8)

Date Received 9/11/73

From [redacted]

(CITY AND STATE)

By Wayne X Ken

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description: Photo

b6
b7C

b6
b7C

7/11/73

b6
b7C

N/F born [redacted]
POB [redacted] Ohio
5'1" 125 lb bld hair brn eye

MI 166-685-1B1 (8)

FD-340 (REV. 6-24-65)

File No. 166-685-1B1 (9)

Date Received 7/4/73

From [redacted]

(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By [signature]

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description:

photo

b6
b7C

b6
b7C

7/11/73

b6
b7C

N/F born [redacted]

POB [redacted] Ohio

5' 3" 125-130 lb blk hair brn eyes

Aug 22-73

MI 166-685-1B1 (9) HS

FD-340 (REV. 6-24-65)

File No. 166-685-1B1 (10)

Date Received 7/4/93

From [redacted]

(CITY AND STATE)

By Wayne K Ker

(NAME OF SPECIAL AGENT)

b6
b7C

To Be Returned ☐ Yes ☐ No

Receipt given ☐ Yes ☑ No

Description:

Photo

b6
b7C

9/11/93

b6
b7C

[redacted]

[redacted]

N/F born [redacted]

POB [redacted] Ohio

5' 1" 115 lb blk hair brn eyes

MI 166-685-1B1 (10)

FD-340 (REV. 6-24-65)

File No. 166-685-1B1 (1D)

Date Rec 4/1/74

From

By

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description: photo

b6
b7C

Negative in
Photo
Negative file

b6
b7C

166-685-1B1 (11)

b6
b7C

AN ORIGINAL U.S. MARSHALS SERVICE PHOTOGRAPH

[redacted]

SUBJ

Name

Alias

Addr

Age 23 D.C

Ht. 5-6 Weight 140

Hair BK Eyes BRN

Date Photo Taken 4-1-74 Initials

For your convenience when ordering copies, indicate the number of copies desired in the appropriate box for the size(s) you select. You can get quality work by Polaroid Copy Service through your dealer or by mail.

REGULAR SIZE COPIES

WALLET SIZE COP

5 x 7 ENLARGEMEN

8 x 10 ENLARGEMENTS

35mm SLIDES

P558B-1 4/72

Printed in U.S.A.

FD-340 (REV. 6-24-65)

(12)

File No. 166-685-1B11

Date Received 8/22/73

From
(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

Wdc
(CITY AND STATE)

By Wayne X Ken
(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description:

Photo

b6
b7C

Negative in
Photo Lab
Negative File

b6
b7C

[redacted]

b6
b7C

166-685-1B1 (12)

146-753-Destroyed

b6
b7C

166-685-1B, (12)

U. S. MARSHALS SERVICE

AN ORIGINAL POLAROID LAND PHOTOGRAPH

8/22/73

Name: [redacted]

Alias: [redacted]

Address: [redacted]

Age ..... D.O.B. .....

Ht. 5'7" ..... Weight 130 ..... b6 b7C

Hair Red ..... Eyes Blue .....

Date Photo Taken ..... Initials .....

For your convenience when ordering copies, mark number of copies desired in the appropriate box for the size(s) you select. You can get quality work by Polaroid Copy Service through your dealer or by mail.

REGULAR SIZE COPIES	
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5 x 7 ENLARGEMENTS	
8 x 10 ENLARGEMENTS	
35mm SLIDES	

P558B-1 4/72

Printed in U.S.A.

FD-340 (REV. 6-24-65)

File No. 166-685-1B1 (13)

Date R 4/1/76

From

NY

By

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description: Photo

b6
b7C

b6
b7C

166-685-1B1 (13)

b6
b7C

AN ORIGINAL U.S. MARSHALS SERVICE PH

Mai

Ali

Add

Age

Ht. 5-3 Weight 130

Hair BLK Eyes BRN

Date Photo Taken 4-1-77 Initials

For your convenience when ordering copies, indicate the number of copies desired in the appropriate box for the size(s) you select. You can get quality work by Polaroid Copy Service through your dealer or by mail.

REGULAR SIZE COPIES

WALLET SIZE CO

5 x 7 ENLARGEM

8 x 10 ENLARGEM

35mm SLIDES

P558B-1 4/72

Printed in U.S.A.

FD-340 (REV. 6-24-68)

File No. 166-685-1B1 (14)

Date Recei[redacted] 4/1/74

From [redacted]

By [redacted]

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description: Photo

b6
b7C

b6
b7C

166-685-1B1 (14)

AN ORIGINAL POLAROID® LAND PHOTOGRAPH

U. S. MARSHALS SERVICE

[redacted]

b6
b7C

SUB[redacted]

Nam[redacted]

NAM[redacted]

Alias [redacted]

ADDRESS[redacted]

Address [redacted]

Age [redacted] D.O[redacted]

Ht. 5-8 Weight [redacted]

For your convenience when ordering copies indicate the number of copies desired in the appropriate box for the size(s) you select.

Hair BLND Eyes HAZEL

Date Photo Taken 4-1-74 Initi[redacted]

5 x 7 ENLARGEMENTS

You can get quality work by Polaroid Copy Service through your dealer or by mail.

8 x 10 ENLARGEMENTS

35mm SLIDES

P558B-1 4/72

Printed in U.S.A.

FD-340 (REV. 6-24-65)

File No. 166-685-1B1 (15)

Date Received 12/5/73

From [redacted]

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By Wayne Klein

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description: Photo

Marked into evidence, USOC probation 4/1/74 - matter of trial [redacted]

b6
b7C

ENVELOPE

EMPTY

FD-340 (REV. 6-24-65)

File No. 166-685-1B1 (16)

Date Received 12/5/73

From [redacted]

(CITY AND STATE)

By Wayne R Ken

(NAME OF SPECIAL AGENT)

b6
b7C

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description:

2 Photo

① MI P.D.
② Polaroid

Negative in
Photo Lab
Negative File

b6
b7C

b6
b7C

166-685-1B, 16

b6
b7C

b6
b7C

166-685-1B1 (16)

b6
b7C

166-685-1B1 (16)

b6
b7C

AN ORIGINAL U.S. MARSHALS SERVICE PHOTOGRAPH

SUB
Name

NAM
Alias

ADD
Address

Age

Ht. 5-9 1/2 Weight 145

Hair BLND Eyes BLUE

Date Photo Taken 12/5/73 Init

For your convenience, when ordering copies, indicate the number of copies desired in the appropriate box for the size(s) you select. You can get quality work by Polaroid Copy Service through your dealer or by mail.

REGULAR SIZE COPIES

WALLET SI

5 x 7 ENLAR

8 x 10 ENLARGEMENTS

35mm SLIDES

P558B-1 4/72

Printed in U.S.A.

FD-340 (REV. 6-24-65)

File No. 166-685-1B1 (17)

Date Received _____

From _____
(NAME OF CONTRIBUTOR)

_____
(ADDRESS OF CONTRIBUTOR)

_____
(CITY AND STATE)

By _____
(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☐ No

Receipt given ☐ Yes ☐ No

Description:

3 photos [redacted]

b6
b7C

Negative in
Photo Lab
Negative File

b6
b7C

b6
b7C

LS 166-922

MI 166-685-1B1 (17)

b6
b7C

b6
b7C

LS 166-922
MI 166-685-1B1 (17)

b6
b7C

b6
b7C

LS 166-922
MI 166-685-1B1 (17)

FD-340 (REV. 6-24-65)

File No. 166-685-1B1 (18)

Date Received

From
(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By
(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☐ No

Receipt given ☐ Yes ☐ No

Description:

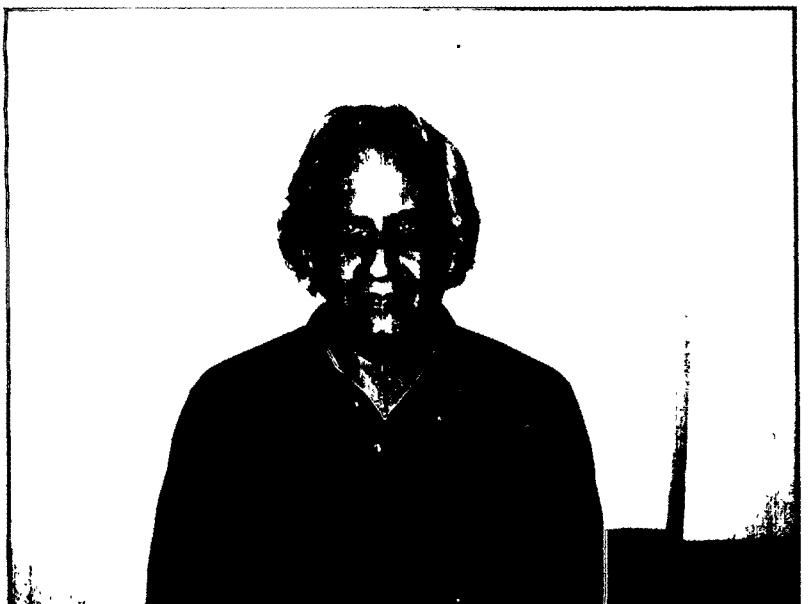
3 Photos of
Richard Mattrella

MI 166-685-1B1 (18)
RICHARD MATTRELLA

LS 166-922

RICHARD MATTRELLA

LS 166-922
MI 166-685-1B1 (18)



166-685-1B1 (18)
RICHARD (NMN) MATTRELLA

LS 166-922

FD-340 (REV. 6-24-68)

File No. 166-685-1B1 (19)

Date Received BY LETTER DATED 5/28/74

From AUSA [redacted]

USA OFFICE

(ADDRESS OF CONTRIBUTOR)

MADISON WISCONSIN

By [redacted]

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description:

Copy of subpoena with attached [redacted]

b6
b7C
b7E

b7E

b7E

United States District Court

FOR THE

WESTERN DISTRICT OF WISCONSIN

To [redacted]

b6
b7C
b7E

You are hereby commanded to appear in the United States District Court for the Western District of Wisconsin at U. S. Attorney's Office, [redacted] /U. S. Courthouse & Post Office in the city of [redacted]

testify before the Grand Jury [redacted]

This subpoena is issued on application of the United States of America.

Date May 10, 1974.

By [redacted]

1. Strike the words "and bring with you" unless the subpoena is to require the production of documents or tangible things, in which case the documents and things should be designated in the blank space provided for that purpose.

RETURN

Received this subpoena at on
and on at I served it on the
within named
by delivering a copy to and tendering[2] to the fee for one day's attendance and the mileage
allowed by law.

.....,

Date ....., 19.....

By .....

Service Fees
Travel ..... $
Services .....
Total ..... $

FD-340 (REV. 6-24-65)

(20)

File No. 166-685-1A

Date Received 8/20/74

From [redacted]
(NAME OF CONTRIBUTOR)

1ST NATIONAL BANK
(ADDRESS OF CONTRIBUTOR)

IRONWOOD MICH

By [redacted]

b6
b7C

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description:

Statements for [redacted]
for 9/72, 10/72, 8/73, 9/73

LEDGER

FIRST NATIONAL BANK of Ironwood

IRONWOOD · MICHIGAN

b6
b7C

DO. NOT MAIL

NO. DR.	NO. CR.
53	4

BEGIN BALANCE	TOTAL CHECKS	TOTAL DEPOSITS	ENDING BALANCE
12,400.06	959.68	11885.50	14,692.88

LEDGER DETAIL

CHECKS			DEPOSITS	DATE
				0831
2000 M	1560	2000		
4250	54442			0901
2080	2500	20000		
25785				0905
			358203	0906
5750	36962	51513		0906
6531				0907
1700	6614			0908
1500 M	6958	7500		0911
3650	9201			0912
			334396	0913
1358	1648	3746		
6130	51525	54009		0913
2795	5575	23448		
29265	47200			0914
12138	17041			0915
2000	50040	67100		0918
			266333	0919
27825	44207			0919
8700				0920
8979				0921
3000	3860	9100		
17356	27365			0922
			229618	0926
3270	3810	26741		
41502	49225			0926
15237				0927
8089	33488			0928

LEDGER

FIRST NATIONAL BANK of Ironwood

IRONWOOD · MICHIGAN

[redacted]

[redacted]

DO NOT MAIL

NO. DR.	NO. CR.
11	4

b6
b7C

BEGIN. BALANCE	TOTAL CHECKS	TOTAL DEPOSITS	ENDING BALANCE
14,692.38	1257.46	1096.94	13,083.36

LEDGER DETAIL

CHECKS			DEPOSITS	DATE
				0929
24.00	35.83	88.75		
738.61				1002
100.00				1004
			1999.85	1006
206.76	512.06			1006
6.12	64.55	65.36		
100.00	112.50	200.00		
200.00	523.26	800.00		1010
8.34	58.49	131.95		
320.12				1011
45.00				1013
4.39	24.00	67.83		
200.00	272.82			1016
			334.49	1018
524.06	616.31			1018
			297.67	1019
476.70	608.25			1019
415.02	200.00			1020
49.74				1024
80.00				1026
25.00				1027
			264.93	1030
150.00	451.69	572.36		
987.09				1030
7.30	700.00			1031

LEDGER

FIRST NATIONAL BANK of Ironwood

IRONWOOD • MICHIGAN

[redacted]

DO NOT MAIL

ACCOUNT NUMBER [redacted]

NO. DR. 46 NO. CR. 5

b6
b7C

BEGIN. BALANCE	TOTAL CHECKS	TOTAL DEPOSITS	ENDING BALANCE
3,031.55	966.87	1210.43	5,472.01

LEDGER DETAIL

CHECKS			DEPOSITS	DATE
				0731
			244841	0801
48104				
48898				0801
33270				0802
1500	6990	32195		0803
628	5880	7242		
10211	27240			0806
23538				0807
3290				0808
			219626	0809
48995	58796			0809
4723	11250	71715		0813
			243550	0814
48345	60939			0814
12617				0815
7500				0816
5122	6157			0817
17593				0820
2000	5130			0821
			269971	0822
45812	49061			0822
14303				0824
4000	15049	18079		
41502	42005			0827
			232255	0830
11250	45064	61694		0830
3400	5000			0831
1105				0831

SYMBOLS

LEDGER

FIRST NATIONAL BANK of Ironwood

IRONWOOD • MICHIGAN

[redacted]

DO NOT MAIL

[redacted]

NO. DR.	NO. CR.
47	4

b6
b7C

BEGIN. BALANCE	TOTAL CHECKS	TOTAL DEPOSITS	ENDING BALANCE
5,472 01	1175 26	990 96	3,629 31

LEDGER DETAIL

CHECKS			DEPOSITS	DATE
				0831
1735	3715	7400		
19125	10999	19743		
38336	40000	52949		0904
			214544	0905
50000	51054	82817		0905
18694				0906
19205				0907
			295797	0910
7350	7597	13681		
27221	36975	42947		
74183				0910
1525				0912
1600	1648	11250		0913
750	56450			0914
2106	2982	4284		
13232	13430			0917
3920	4000			0918
			237706	0919
1560	22250	47592		
51696				0919
4695	12870	15700		0924
			242929	0925
7500	46684	70000		
88558				0925
41502				0926
41456				0927
220S				0928

SYMBOLS

FD-340 (REV. 6-24-65)

File No. 166-685-1B1(21)

Date Received 8/19/74

From _____
(NAME OF CONTRIBUTOR)

_____
(ADDRESS OF CONTRIBUTOR)

By _____ [redacted]

b6
b7C

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description:

Photo [redacted]

b6
b7C

M1

166-685-181 (21)

FD-340 (REV. 6-24-65)

File No. 166-685-1B1 (22)

Date Received 8/28/74

F

B

b6
b7C

To Be Returned ☐ Yes ☒ No

Receipt given ☐ Yes ☒ No

Description:

Copy

HURLEY, WI 54534
AUG 27
PM
1974

U.S. Postage 10c

b6
b7C

b6
b7C

Form 668
(REV. 10-71)

DEPARTMENT OF THE TREASURY [redacted]

CERTIFICATE OF RELEASE OF FEDERAL TAX LIEN

For Optional Use By Recording Office

DISTRICT: Milwaukee

SERIAL NUMBER

I hereby certify that as to the following-named taxpayer the requirements of Section 6325(a), Internal Revenue Code, have been satisfied with respect to the taxes enumerated below, together with all statutory additions provided by Section 6321; and that the lien for such taxes and statutory additions has thereby been released. The proper officer in the office where notice of internal revenue tax lien was filed on September 8, 1960, is hereby authorized to make notation on his books to show the release of said lien, insofar as the lien relates to the following taxes.

NAME OF TAXPAYER [redacted]

RESIDENCE [redacted] Wisconsin

KIND OF TAX (a)	TAX PERIOD ENDED (b)	DATE OF ASSESSMENT (c)	IDENTIFYING NUMBER (d)	UNPAID BALANCE OF ASSESSMENT
[redacted]				
			Book No. #190 Page 12 July 24 2 P.M.	

b6
b7C
b7E

PLACE OF FILING: Register of Deeds, Iron County, Hurley, Wisconsin [redacted]

WITNESS my hand at Milwaukee, Wisconsin, on this, the 9th day of JULY, 19 74

[redacted]

Special Procedures Staff

Essential to the validity of Notice of Federal Tax Lien G.C.M.

b6
b7C
b7E

PART 3—To be used for recording purposes

b7E

[redacted]

[redacted]
ATTORNEY AT LAW
HURLEY, WISCONSIN 54534

[redacted]

b6
b7C

August 24, 1974

[redacted]

b6
b7C

Dear [redacted]

Enclosed please find form to sign and take to the Register of Deeds to withdraw the lien release.

I understand that you desire to return it because you feel that you have been over charged for the work done and that while you did not inquire as to the fees to be charged prior to requesting the work, you do not wish to be obligated to pay.

Sincerely yours,

[redacted]

b6
b7C

REQUEST TO WITHDRAW RECORDED INSTRUMENT

TO: The Register of Deeds for Iron County, Wisconsin.

I hereby request that the release of a Federal Income Tax Lien filed by me be withdrawn and the record of its recording or filing cancelled and expunged from the record.

The reasons for withdrawing the release of lien is that circumstances beyond my control have come about so that the filing of the release at the time was prematurely done.

Dated this _____ day of August, 1974.

[redacted]

b6
b7C

FD-340 REV. (6-24-65)

(23)

File No. 166-685-FBI

Date Received 11/22/74

From [redacted]

b6
b7C

To Be Returned ☐ Yes ☒ No

Receipt Given ☐ Yes ☒ No

Description:

liquor license applications for 28 Silver Street, Hurley, Wisconsin returned

May 28, 1963
May 27, 1964
June 1, 1956

D-741210134 Kcl HO

FBI
LABORATORY

FD-395 (Rev. 10-10-67)

INTERROGATION; ADVICE OF RIGHTS

YOUR RIGHTS

Place MADISON, WISCONSIN
Date APRIL 3, 1974
Time 11:32 am

Before we ask you any questions, you must understand your rights.

You have the right to remain silent.

Anything you say can be used against you in court.

You have the right to talk to a lawyer for advice before we ask you any questions and to have him with you during questioning.

If you cannot afford a lawyer, one will be appointed for you before any questioning if you wish.

If you decide to answer questions now without a lawyer present, you will still have the right to stop answering at any time. You also have the right to stop answering at any time until you talk to a lawyer.

WAIVER OF RIGHTS

I have read this statement of my rights and I understand what my rights are. I ~~am willing to make a statement and answer questions. I do not want a lawyer at this time~~. I understand and know what I am doing. No promises or threats have been made to me and no pressure or coercion of any kind has been used against me.

Signed Jack Davlman b6 b7C
Special Agent, FBI, Milwaukee Div, 4/3/74

Witnes [redacted]

Witnes [redacted] 4/3/74

Time: 11:36 am

ORIGINAL

Form ABT 2015—INDIVIDUAL
Department of Taxation
Division of Beverage and Cigarette Taxes

New X Renewal

Date Filed May 28, 1963

To the Governing Body of:

~~Town~~ ~~Village~~ City Hurley (Cross Out Two)

County of Iron

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

PREPARE IN DUPLICATE

BEST COPY AVAIL

Type of license applied for:

Fermented Malt Beverage		
Class A	Fee	$
Class B Beer	"	$ 100.00
Wholesale	"	$
Intoxicating Liquor		
Class A	Fee	$ 300.00
Class B Liquor	"	$
Pharmacist Permit	"	$
Publication	"	$ 1.00
TOTAL	"	$ 401.00

I hereby apply for a license as indicated above from the 1 day of July 1963 through the 30 day of June 1964.

1. NAME OF APPLICANT: (Print) Gasbarri (Last Name) Jack (First Name) (Middle Name)
   182 1st Ave. So. (Home Address)
2. TRADE NAME Club Francis Showbar Mailing Address of Licensed Premises 28 Silver St.
3. LICENSE LOCATION AND DESCRIPTION OF PREMISES: (All rooms directly or indirectly accessible from the barroom proper and under the dominion of the licensee must be included in the tavern premise description.)
   (a) Location 28 Silver St. (Street, Highway, or Route)
   (b) Physical description of building or premises: Two Story Brick
   (c) Legal Description: (Omit if premise has number and street designated on line 3(a)
   (d) Describe any other business conducted on the premises None
4. Was above location licensed for beer or liquor during the past year? Yes X No
   (a) Give full name and address of person occupying above premises the past year Adele Petri 28 Silver St.
5. Are you a full citizen of the United States? yes Of Wisconsin? yes
6. Have you been a resident of Wisconsin continuously for one year prior to date of this application? yes Are you 21 years of age? yes
7. In making this application are you acting (a) as agent for another? no Who?
   (b) in the employ of another? no Who?
8. Have you applied for, or do you hold any other alcoholic beverage license in Wisconsin? no If so, specify date, place and kind
9. Have you ever been convicted of violating any Federal Law? no State Law? no Local Ordinance? yes If so, give details Sale of Liquor after hours.
10. Do you have any bills of more than 15 days outstanding owing to any brewery or wholesaler? no Do you have any liquor bills of more than 30 days outstanding owing to any liquor wholesaler? no
11. Do you understand that any license issued to you is void if, on the date of issuance, you have any indebtedness of more than 15 days outstanding to any brewer, bottler or wholesaler of fermented malt beverages, or are indebted to a wholesaler for intoxicating liquor for a period of more than 30 days? yes

STATE OF WISCONSIN
COUNTY OF Iron } SS

The undersigned, being first duly sworn on oath, deposes and says that he is the applicant named in the foregoing application; that he has read and made complete answer to each question, and that his answers in each instance are true and correct.

Jack Gasbarri
Applicant's Signature

(ADMINISTER OATH)

(SEAL)
Subscribed a [redacted] 63
this 28
[redacted]

My commiss [redacted] uncil or Board on 6/11 [redacted] 163
I hereby stat [redacted]
and issued as License Number 11 on [redacted]

Signatur [redacted]
Per City Clerk
Title

b6
b7C

ORIGINAL

#16

Form ABT 2015—INDIVIDUAL
Department of Taxation
Division of Beverage and Cigarette Taxes

New..... Renewal.... X...

Date Filed... May 22, 1964

To the Governing Body of:

~~Town~~ ~~Village~~ City ..... Hurley .....
Cross Out Two

County of ..... Iron .....

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

PREPARE IN DUPLICATE

Type of license applied for:

Fermented Malt Beverage

Class A - - - Fee $.....
Class B Beer " $ 100.00
Wholesale - - " $.....

Intoxicating Liquor

Class A - - - Fee $.....
Class B Liquor " $300.00

Pharmacist Permit - - " $.....
Publication - " $ 1.00
TOTAL - - " $401.00

I hereby apply for a license as indicated above from the ....1st.. day of .....July..... 19..64 through the ....30th..... day of .....June..... 19 65.

1. NAME OF APPLICANT: (Print) ~~Gasharri~~ (Last Name) ..... Jack (First Name) ..... (Middle Name)
   182 1st Ave. South (Home Address)
2. TRADE NAME... Show Bar ..... Mailing Address of Licensed Premises ..... 28 Silver St.
3. LICENSE LOCATION AND DESCRIPTION OF PREMISES: (All rooms directly or indirectly accessible from the barroom proper and under the dominion of the licensee must be included in the tavern premise description.)
   (a) Location..... 28 Silver St. (Street, Highway, or Route)
   (b) Physical description of building or premises: ..... Two story brick
   (c) Legal Description: (Omit if premise has number and street designated on line 3(a)..... .....
   (d) Describe any other business conducted on the premises..... None
4. Was above location licensed for beer or liquor during the past year? Yes. X..... No.....
   (a) Give full name and address of person occupying above premises the past year..... Jack Gasbarri 182 1st Ave. South
5. Are you a full citizen of the United States?... yes.. Of Wisconsin?..... yes
6. Have you been a resident of Wisconsin continuously for one year prior to date of this application?.. yes. Are you 21 years of age?.. yes...
7. In making this application are you acting (a) as agent for another?... no... Who?..... .....(b) in the employ of another?.... no... Who?.....
8. Have you applied for, or do you hold any other alcoholic beverage license in Wisconsin?..... yes. If so, specify date, place and kind ..... 14-16 Silver St. Combination Beer & Liquor License
9. Have you ever been convicted of violating any Federal Law?.... No..... State Law?.... Yes... Local Ordinance?.... Yes.... If so, give details..... Open and sale after hours
10. Do you have any bills of more than 15 days outstanding owing to any brewery or wholesaler?... no..... Do you have any liquor bills of more than 30 days outstanding owing to any liquor wholesaler?. ... no... ..
11. Do you understand that any license issued to you is void if, on the date of issuance, you have any indebtedness of more than 15 days outstanding to any brewer, bottler or wholesaler of fermented malt beverages, or are indebted to a wholesaler for intoxicating liquor for a period of more than 30 days?.... yes. .

STATE OF WISCONSIN
COUNTY OF. Iron ... } ss

The undersigned, being first duly sworn on oath deposes and says that he is the applicant named in the foregoing application; that he has read and made complete answer to each question, and that his answers in each instance are true and correct.

(ADMINISTER OATH)

Jack Gasbarri
Applicant's Signature

(SEAL)

Subscribed and sworn to before me
this ...22n[redacted] 19 64
.....

My commissi[redacted]

I hereby state that the above application was reported to the Council or Board on [redacted] 1964.....;
and issued as License Number. [redacted] on [redacted]

Sig[redacted]
Per [redacted]

b6
b7C

[redacted]

8. Have you ever been convicted of violating any Federal laws anywhere? ----Yes----------, State laws in this state or any other state? ----Yes----------, Local ordinances? --Yes----------
Specify offenses, giving dates and places of conviction --At Iron County court--------

9. Give name and address of all parties who occupied the proposed licensed premises for the past year

ALL APPLICANTS FOR CLASS "B" LICENSES MUST ANSWER THE FOLLOWING:

10. Who owns fixtures installed in or attached to the premises since May 24, 1941? ----------
----------Mrs. Frances----------

If you do not own them, state the manner, terms and conditions under which held ----------
----------Rented by the month----------

ALL APPLICANTS FOR CLASS "A" OR CLASS "B" LICENSES FOR SALE OF FERMENTED MALT BEVERAGES MUST ANSWER THE FOLLOWING:

11. Do you have any indebtedness to any fermented malt beverage licensee of more than 15 days standing as of the date of this application? ----No----------
12. If your answer to question 11 is "Yes", explain in detail ----------
13. Do you understand that if you have any indebtedness of more than 15 days standing to any fermented malt beverage licensee as of July 1, 1956 any license issued to you for sale of fermented malt beverages at retail is void? ----Yes----------

x Jack Gasbarri
(Signature of Applicant)

State of Wisconsin
County of ----Iron----------} ss.

----Jack Gasbarri---------- being first duly sworn
Name of Applicant

on oath deposes and says that he is the applicant named in the foregoing application, and that he has read (or had read) each of the questions in said application, that he has made complete answer to each such question, and that his said answers in each instance are true and correct.

x Jack Gasbarri
(Signature of Applicant)

Subsc[redacted]he
this [redacted] ----------, 195--6
----[redacted] City Clerk--
Notar[redacted] ---- County, Wis.
My commission expires ----------

b6
b7C

CLASS OF BUSINESS

License No. ----
Filed with clerk ----
Reported to ----
Reported to ----
Reported to ----
Reported to ----
Action of Board or Council
Approved ---- Date 4/23/56
Denied ---- Date ----
Duplicate application sent to
Beverage Tax Division ----
Date 6/30/56
Affidavit affixed to license
Date JUN 27 1956

FD-340 REV. (6-24-65)

24

File No. 166-685-1B1

Date Received _____

From _____

(NAME OF CONTRIBUTOR)

_____

(ADDRESS OF CONTRIBUTOR)

_____

(CITY AND STATE)

_____

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☐ No **Receipt Given** ☐ Yes ☐ No

Description:

Xerox Copy of NCA
tickets 032-4200765977

w/ associated Misc
Charges order

D-741210134 Qc1 HQ
FBI
LABORATORY

TYPE OF [illegible] FOR WHICH ISSUED

ISSUED BY
NORTH CENTRAL AIRLINES, INC.
Subject to Terms and Conditions on Back of Passenger's Copy

MISCELLANEOUS CHARGES ORDER
AUDITOR'S COPY

AIRLINE 032 | FORM 4010 | SERIAL NUMBER 001664

DATE OF ISSUE

EQUIV. AMOUNT PAID

RATE & TYPE OF CY.

DATE AND PLACE OF ISSUE

FOR VALUE

AMOUNT IN LETTERS: Sixty two and [illegible]

Amount in Figures: 6200.00 OR

TO: CVG TR

TAX

TAX ON HCO

TOTAL VALUE CY 62.27

AGENT

Issued in Connection With Form & Serial No.

RESERVATION DATA: 4/3 CVG [illegible]

ADDITIONAL REMARKS

FORM OF PAYMENT: CASH

ENDORSEMENTS: Jack Carlson

[redacted]

NORTH CENTRAL AIRLINES (032) TICKET NUMBER

CK

ORIGINAL ISSUE

4010001664 4

[illegible]VERABLE [illegible]ED OR ALTERED [illegible]E YEAR FROM DATE [illegible]OWN HEREON.

VOID [illegible] VALID ONLY [illegible] OF ISSUE

EXCHANGE COUPON [illegible] TO BE HONORED ONLY FOR VALUE SHOWN THEREON.

b6
b7C

8/18/07

FILE NO. 166-685-181 (35)

DATE RECEIVED 12-21-74

FROM

BY SPECIAL AGENT

TO BE RETURNED ☐ YES ☐ NO

RECEIPT GIVEN ☐ YES ☐ NO

DESCRIPTION: two copies of a slip opinion of U.S. Court of appeals

In the

United States Court of Appeals

For the Seventh Circuit

No. 74-1507

UNITED STATES OF AMERICA,

Plaintiff-Appellee,

v.

OSCAR LEON FRANKLIN SNOW,
a/k/a HANK SNOW,

Defendant-Appellant.

Appeal from the United States District Court for the Western District of Wisconsin — No. 73 CR 92
James E. Doyle, *Judge*

ARGUED NOVEMBER 5, 1974 — DECIDED DECEMBER 11, 1974

Before STEVENS and TONE, *Circuit Judges,* and CAMPBELL, *Senior District Judge.**

STEVENS, *Circuit Judge.* This appeal questions the sufficiency of the evidence of defendant's illegal intent. He was found guilty of violating the Mann Act by transporting Kathy Rogers from Covington, Kentucky, to Hurley, Wisconsin, "for the purpose of prostitution."[1]

* Senior District Judge William J. Campbell of the Northern District of Illinois is sitting by designation.

[1] 18 U.S.C. § 2421 provides, in part, that it is unlawful to "knowingly transport in interstate . . . commerce . . . any woman or girl for the purpose of prostitution."

The grand jury charged that, on or about September 29, 1972, defendant

> "knowingly did transport in interstate commerce from Covington, Kentucky to Hurley, in the Western District of Wisconsin, a woman, that is, Kathie Rogers, for the purposes of prostitution, debauchery, and other immoral purposes."

The case is somewhat unusual because, even under the government's interpretation of the evidence, defendant had a legitimate reason for taking Rogers to Wisconsin. Whether the legitimate reason was as important as the illegitimate is doubtful, but we certainly cannot say that Rogers' prostitution was defendant's sole reason for transportation, and the trial judge, who tried the case without a jury, did not find that it was *the* dominant reason. Before discussing the evidence we pause to explain our understanding of the government's burden of proof on the intent issue in a Mann Act case.

The government must prove that an intention to have females engage in immoral conduct is *a* dominant purpose for the interstate trip.[2] As it is often stated, the dominant purpose test is somewhat ambiguous, both with respect to the precise purpose which is relevant and also with respect to how important the illegal purpose must be when additional motives are present.

In a criminal case we must be concerned with the intent of the defendant on trial.[3] The purpose of the travelers as a group, or even the purpose of the female passenger, is relevant only insofar as it sheds light on the defendant's intent. Moreover, when examining defendant's purpose, the appropriate inquiry is not merely his reason for making the trip but, more precisely, his reason for taking a female companion with him. If the evidence indicates a single-minded reason for her presence, notwithstanding additional motivation for the trip itself, guilt would attach even if the government had the burden of proving that immoral conduct was "*the* dominant purpose" rather than merely "*a* dominant

[2] *See, e.g., United States v. Kotakes*, 440 F.2d 342, 345-346 (7th Cir. 1971) *cert. denied*, 403 U.S. 919: ". . . it is well settled that to sustain a conviction under the Mann Act it is not necessary that the sole purpose of the transportation be for immoral purposes, it being sufficient if it was a dominant or an efficient and compelling purpose. *Forrest v. United States*, 5 Cir., 363 F.2d 348, 349-351 (1966), and cases therein cited."

[3] *See United States v. Harris*, 480 F.2d 601 (6th Cir. 1973), *cert. denied*, 414 U.S. 977; *United States v. Hon*, 306 F.2d 52, 57 (7th Cir. 1962) (Swygert, J., dissenting).

meaning of the Mann Act because *her* prostitution was one of *his* "dominant" purposes.[22]

Our holding today is not foreclosed by *United States v. Hon*, 306 F.2d 52 (7th Cir. 1962).[23] Nevertheless, to the extent that *Hon* may be considered inconsistent with this decision,[24] we expressly disapprove of that case and endorse the analysis in Judge Swygert's dissenting opinion.[25]

The judgment of conviction is

AFFIRMED.

A true Copy:

Teste: ----------

Clerk of the United States Court of Appeals for the Seventh Circuit

---

[22] In the present case the trial judge's explanation of his denial of the motion for acquittal, read out of context, might indicate that he merely considered it necessary to find that defendant was aware of Rogers' intent to engage in prostitution. In view of the record as a whole, including the fact that defendant has not questioned the trial judge's interpretation of the law, we are satisfied that such a narrow interpretation of the judge's oral comment, which merely restated the dominant purpose test as it has repeatedly been phrased in appellate court opinions, would be unwarranted.

[23] Judge Schnackenberg, who authored the majority opinion in *Hon*, later described it as a case in which

> ". . . the purpose of an interstate automobile trip by defendant was to enable a prostitute to visit her mother and child and her resort to her trade en route in the state of Indiana was in furtherance of the journey, which was not for an immoral purpose."

United States v. Auterson, 347 F.2d 503, 505 (7th Cir. 1965). *See also* Judge Schnackenberg's opinion for the court in *United States v. Eddington*, 328 F.2d 760, 763 (7th Cir. 1964), *cert. denied*, 379 U.S. 818.

[24] As the Fifth Circuit observed in *Forrest v. United States*, 363 F.2d 348, 350 n. 1 (1966), *cert. denied*, 386 U.S. 995: "The *Hon* case drew a vigorous dissent, and seems to stand alone even in the Seventh Circuit."

[25] This opinion has been circulated to all of the active judges, none of whom has requested that the case be reheard en banc.

USCA 4142 — Midwest Law Printing Co., Inc., Chicago — 12-11-74—250

purpose" of the transportation. The distinction between "the" and "a" becomes significant only if the defendant may have had more than one reason for transporting the female.[4]

The use of the word "dominant,"[5] as well as one sentence in the *Mortensen* opinion,[6] indicate that the immoral purpose must be the defendant's most significant motivation. The statement in *Mortensen*, however, is clearly dictum because, as the Supreme Court analyzed the record in that case, the purpose of the Mortensens' trip was entirely innocent.[7] It now appears settled that prostitution, or other immoral conduct, need not be the sole reason for the transportation;[8] the Act may be violated if prostitution is *a* dominant or *a* compelling and efficient purpose.[9] Despite the contrary implication suggested by the word "dominant," it need not be the most important of defendant's reasons when multiple purposes are present.

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[4] *See Dingess v. United States*, 315 F.2d 238, 240 n.2 (4th Cir. 1963), *cert. dismissed*, 373 U.S. 947.

[5] Defined by Webster as "commanding, controlling, or having supremacy or ascendancy over all others. . . ."

[6] "An intention that the women or girls shall engage in the conduct outlawed by § 2 must be found to exist before the conclusion of the interstate journey and must be the dominant motive of such interstate movement."

Mortensen v. United States, 322 U.S. 369, 374.

[7] After characterizing the journey as "an innocent vacation trip in no way related to the practice of their commercial vice," in contrast to the immoral purposes condemned by the statute, the Court stated: "Here the interstate round trip had no such purpose and was in no way related to the subsequent immoralities in Grand Island." 322 U.S. at 377.

[8] *See, e.g., United States v. Tyler*, 424 F.2d 510, 512 (10th Cir. 1970), *cert. denied*, 400 U.S. 839; *United States v. Bennett*, 364 F.2d 77, 78-79 & n. 4 (4th Cir. 1966).

[9] *United States v. Kotakes*, 440 F.2d 342, 345-46 (7th Cir. 1971), *cert. denied*, 403 U.S. 919; *United States v. Lomas*, 440 F.2d 335, 338 (7th Cir. 1971), *cert. denied*, 404 U.S. 842; *United States v. Auterson*, 347 F.2d 503, 504-05 (7th Cir. 1965). *See generally* authority cited in *United States v. Salter*, 346 F.2d 509, 511 (6th Cir. 1965), *cert. denied*, 383 U.S. 943.

In the case before us we assume, as defendant argues, that he had substantial legitimate reasons for transporting Rogers from Kentucky to Wisconsin.[10] Nevertheless, when considered in the light most favorable to the government,[11] the evidence establishes that defendant had been taking all of Rogers' earnings while they lived together in Covington;[12] that he became aware of the significant employment possibilities for prostitutes working at the "Showbar" and of the fact that "the money was good";[13] that he "talked" Rogers into becoming a prostitute;[14] that at the time of the interstate transportation, he was cognizant of Rogers' intention to engage in prostitution;[15] that he gave Rogers certain

[10] According to defendant, the owner of the "Showbar" nightclub in Hurley, Dick Mattrella, needed women solely to dance and solicit drinks during the busy hunting season. Since the pay expected for this job was better than that which they had been receiving in Covington, Lee Higgins, Carol Stegall and Kathy Rogers, who had experience dancing and "B-drinking," decided to leave Covington. Since defendant had been living with Rogers and Higgins, and since Mattrella also offered him a job, room and board and a chance to hunt, he agreed to drive the women.

[11] *See Glasser v. United States*, 315 U.S. 60, 80; *United States v. Goff*, 430 F.2d 396, 397 (7th Cir. 1970).

[12] Tr. 32. There is nothing in the record which indicates that defendant ever actually received any substantial income other than that provided by Kathy Rogers and the other women with whom he associated.

[13] Tr. 173-74.

[14] The quoted language is from the testimony of Rogers (Tr. 49). She also testified during cross-examination that it was defendant's "intention" that she become a prostitute once she reached Hurley (Tr. 54). *See also* Tr. 31, 41. Rogers had apparently not engaged in prostitution before going to work at the "Showbar" (Tr. 14).

[15] See note 14 *supra*. Also, during the interstate trip, Rogers and Higgins conversed in defendant's presence; they talked about "tricking" once they arrived (Tr. 13, 54) and Rogers was instructed on how to "go about turning tricks" (Tr. 23-24). At some point in the conversation, defendant told the women to charge a minimum of $50 per "trick" (Tr. 14) and not to "turn any tricks during working hours; do it after work, take them to the motel" (Tr. 15).

directions with respect to her prostitution;[16] that Rogers engaged in prostitution on an average of two or three times per week in Hurley;[17] that defendant, on at least one occasion, forced Rogers to remain there;[18] and that defendant took all of the earnings derived from Rogers' prostitution, as well as from her work as a dancer and "B-drinker."[19]

Defendant's intent may, of course, be inferred from the conduct of the parties within a reasonable time before and after the transportation.[20] Unquestionably, an important reason for taking Rogers to Wisconsin was to make it possible for her to engage in prostitution and thereby contribute to defendant's financial support.[21] Even if we make the assumption that this was not the sole, or even the most important reason for her transportation, we have no doubt that it satisfies the dominant purpose test as we understand it. In short, there was sufficient evidence to prove that defendant transported Rogers "for the purpose of prostitution" within the

[16] See note 15 *supra*. When they reached Hurley, defendant told Rogers to "dance and get all the drinks you can, and if you find a possible trick, see him after work, but check him out first" (Tr. 16). On one occasion in Hurley defendant refused the money which Rogers earned from an evening's work. He destroyed the money and beat Rogers, saying that she had not received enough (Tr. 18-19). Apparently she had received only $50; her normal fee for an evening was $250 (Tr. 18).

[17] Tr. 17, 52.

[18] Rogers left Wisconsin shortly after arriving there. She returned, however, a few days later after defendant called her and said "either I [Rogers] came back or the guys [defendant's motorcycle 'club'] would find me and bring me back" (Tr. 20).

[19] Tr. 18-19, 46.

[20] *United States v. Tyler*, 424 F.2d 510, 512 (10th Cir. 1970), *cert. denied*, 400 U.S. 839; *Flanagan v. United States*, 308 F.2d 841, 842 (5th Cir. 1962).

[21] Defendant has emphasized that Rogers spent six nights per week working as a dancer and "B-girl" and that her earnings from these activities amounted to approximately $160 per week. It is perhaps sufficient to note that she could make over 50% more for just one night of prostitution. See note 15 *supra*.

FD-340 REV. (6-24-65)

(26)

File No. 166-685-1BV

Date Received 12-30-74

From Baltimore
(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☒ No **Receipt Given** ☐ Yes ☒ No

Description:

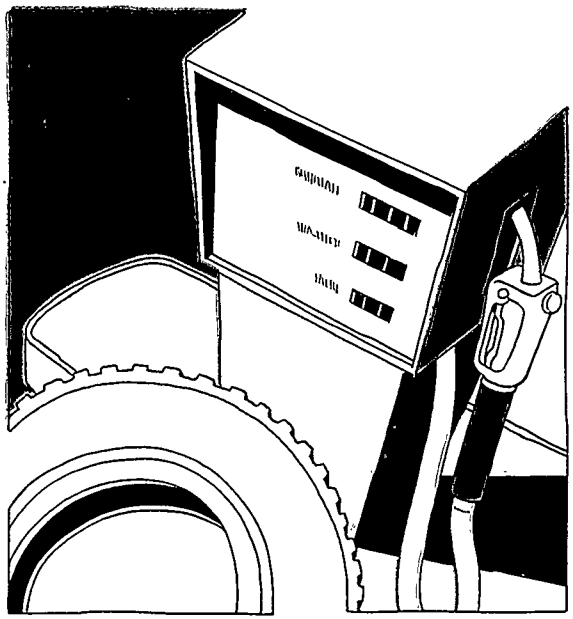
PHH brochure sent to Milwaukee with BA let 12-26-74

Automotive Services

Through its Automotive Services Division, PHH offers its Car and Truck Plan clients substantial savings and many other benefits of a unique group purchasing program using either purchase orders or the new PHH Service Card.

The program covers fleet purchases of Goodyear passenger and truck tires through 30,000 outlets, routine maintenance in the area of lubrications, oil changes, brakes, suspension system, etc., through outlets, and the most recent addition to the program . . . nationally advertised gasoline at 42,000 service station outlets from coast-to-coast.

This program reduces or may even eliminate the need for making substantial cash advances to traveling personnel, reduces their need to carry a host of single purpose credit cards, and provides each employer with a single, time-saving but fully detailed monthly billing for any or all of the services mentioned.

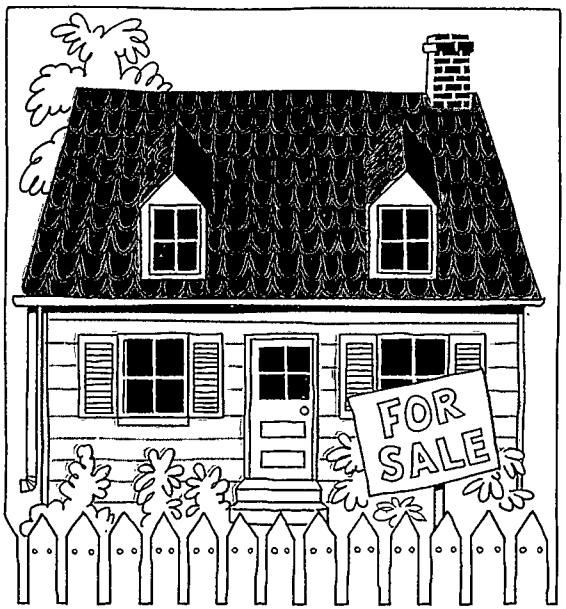


Homequity, Inc.

Homequity, Inc., with home offices in Wilton, Connecticut, was organized in 1962 and, for a fee, provides personnel relocation management services to more than one hundred major corporations throughout the United States and Canada. Its primary functions are to buy, manage, and market the transferee's home.

Through the Homerica Division, a transferred family also receives personalized counsel about the destination area and is assisted in locating and financing the purchase of a suitable home in an appropriate neighborhood.

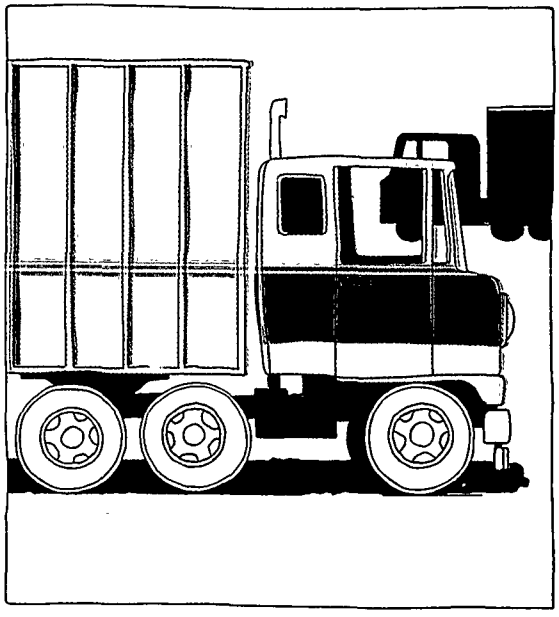
These services benefit Homequity's corporate clients by improving personnel mobility and morale. The disposition and purchase of employee housing is expedited and the mental, physical, and financial strain usually associated with a relocation is greatly reduced, or completely eliminated.



National Truckers Service

National Truckers Service (NTS) subsidiary of PHH in Fort Worth, Texas, offers controlled purchasing of truck fuel and supplies for trucking firms at some 1,080 truck stops across the country. Affiliated truck stops honor the NTS courtesy cards for the purchase of fuel and related services and adhere to the individual purchase restrictions specified in advance by each individual NTS client.

Clients are assured that each participating truck stop will offer a number of services including the following basics: open for business 24 hours a day, diesel fuel, gasoline, tire repairs, adequate parking, restaurant and overnight accommodations for drivers either on the premises or close by. Each driver's employer—the NTS client—receives a central billing each month, regardless of the number of purchases of fuel that may have been made. Billings also include supplemental recaps of fuel purchases tabulated by state to aid clients in filing their fuel tax returns.



Expense Management Division

The effective control of travel expenses is a three-part procedure, with each client . . . assisted by his PHH Account Executive . . . choosing the program or programs which best meet his needs:

- Auto Expense Control: a complete system for reporting, analysis and control of company car expenses at all levels, from the individual driver up to the entire fleet and reaching the corporate policy makers.
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- Direct Reimbursement: a program under which traveling representatives reimburse **themselves** through a system of drafts, thus eliminating the need for substantial travel advances, pre-approval of expense reports and time consuming, costly check issuance procedures. We supply the unique PHH financial controls.

Each of the foregoing programs is designed to free a company's sales, accounting and executive personnel from non-productive detail work. At the same time, the company's corporate management is provided with travel-expense controls that are unmatched elsewhere.

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The concept of providing individualized service for each client of PHH was unique under the first company car plan in 1946. It remains unique today, and has been extended to include companies which lease trucks, trailers, business aircraft, computers and other equipment for use in the conduct of their business.

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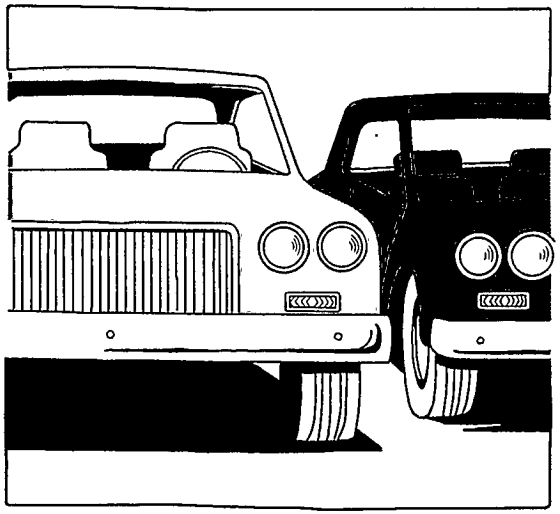
The Fleet Management Division provides many operating services to clients, such as purchase and sale of company cars, purchase and sale of company trucks and title and tax administration.



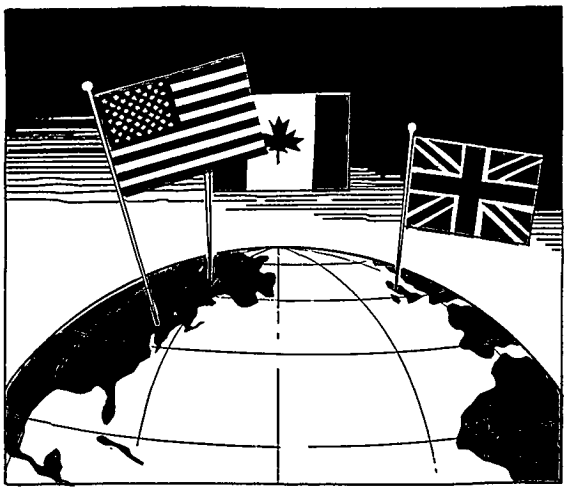
PHH in Canada

In Canada. PHH is represented by its affiliated company Peterson, Howell & Heather (Canada) Limited. Canadian operated and controlled, the company offers to Canadian business and to subsidiary operations of U S. businesses many of the same services available in the United States: buying and selling of cars, trucks and equipment, Car Plan and Truck Plan management, and leasing services.

In addition, a number of other PHH specialized programs are available, including national account purchase plans for tires and vehicle maintenance.

PHH Overseas

Through two companies established in England—PHH Management Services, Ltd., and PHH Leasing, Ltd.—the basic PHH vehicle buying, selling, leasing and other management services are offered to prospective clients throughout Great Britain. These English affiliates are a joint venture of PHH in the United States, PHH Canada, and the London-based Orion Banking Group, and represent a first stage in a planned overseas expansion of PHH operations.



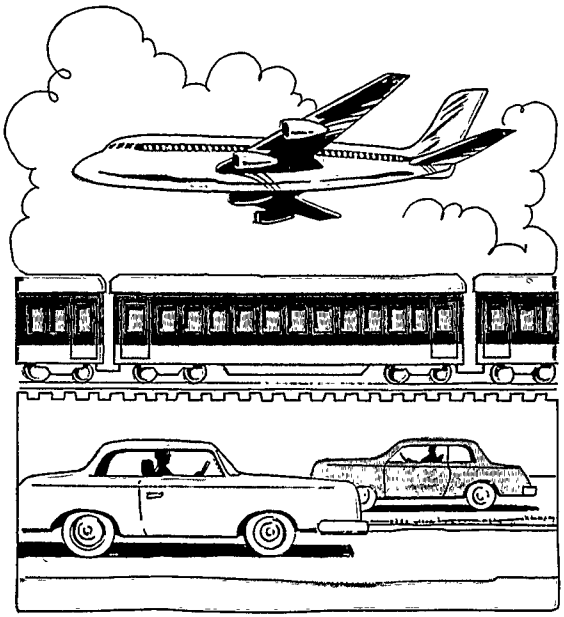
PHH is Easily Accessible

If you fly to Baltimore Washington International Airport (formerly Friendship) take the limousine to the Baltimore Hilton Hotel. Then take a taxi to 2701 N. Charles Street, about two miles north of the hotel.

If you come by train, you will arrive at Pennsylvania Station, which is also on Charles Street, about 10 blocks south of our Baltimore building and only a few minutes away by taxi.

If you are driving from the north, take the Baltimore Beltway (I-695) to exit #23, the Jones Falls Expressway (I-83), then south to the 28th Street exit. Drive eastwardly for seven blocks to Charles Street and the PHH building (Location "A" on map).

If you are driving from the south, take the Baltimore-Washington expressway, or route I-95 into Baltimore, and drive north on Charles Street to 2701.

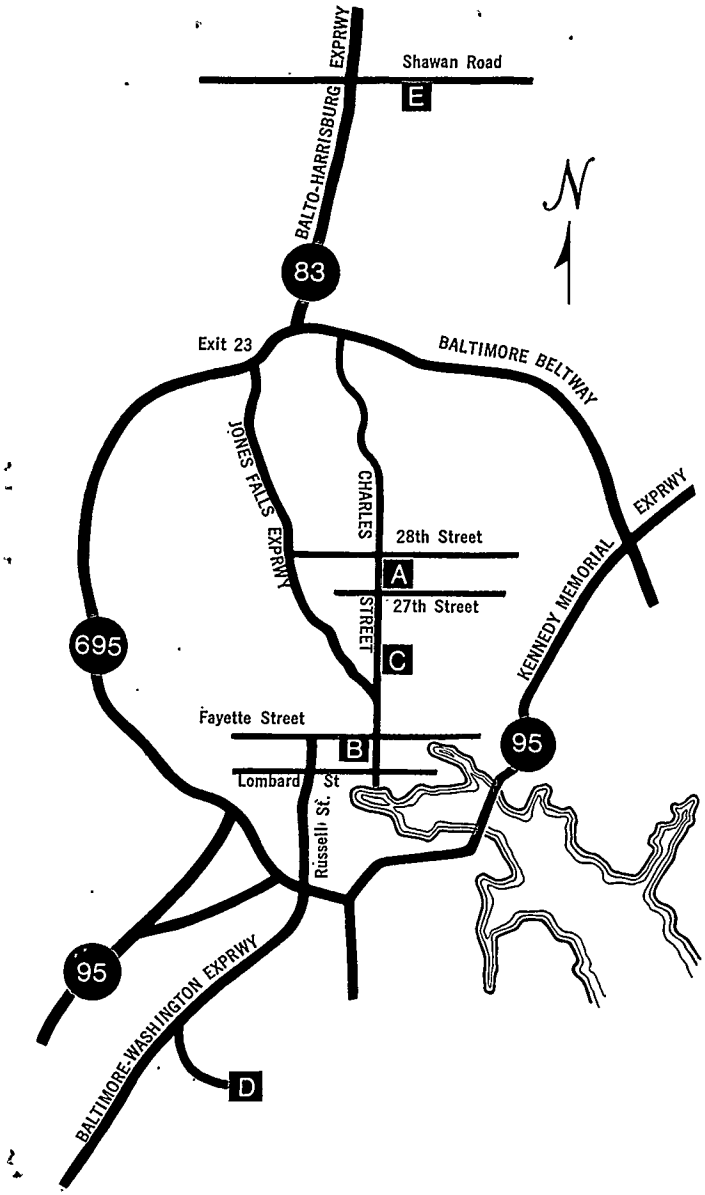


This is PHH

PHH is a multi-line management services company which has long provided major corporations throughout the United States and Canada with programs designed to meet many problems associated with sales, service and general personnel.

Included among PHH's offerings are a fully-integrated plan for furnishing company cars; management controls for travel expenses; programs for volume purchasing of tires, fuel and general car maintenance; and home buying and selling services for businessmen and their families being relocated throughout the country. PHH also provides leasing programs for cars, trucks, business aircraft, computers and miscellaneous equipment.

Founded in 1946, PHH became a public corporation in 1958. Company headquarters are located in Baltimore, Maryland, with subsidiary operations in Wilton, Connecticut and Fort Worth, Texas, as well as affiliates in Montreal, Canada and London, England.



A PHH Building in Baltimore

B Baltimore-Hilton Hotel

C Pennsylvania Station

D Baltimore Washington International Airport (formerly Friendship)

E Future PHH location at Hunt Valley, Maryland

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2701 N. Charles Street
Baltimore, Maryland 21218
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EXPENSE MANAGEMENT DIVISION
711 W. 40th Street
Baltimore, Maryland 21211
Telephone: (301) 338-1000

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Fort Worth, Texas 76116
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Montreal 215, P.Q. Canada
Telephone: (514) 482-9703

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548 Chiswick High Road
London W4-5 RG, England
Telephone: (01) 995-2448

10-73 2M

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Bulky Exhibit - Inventory of Proper' Acquired as Evidence
FD-192 (Rev. 10-6-65)

Date 6-12-74

Title and Character of Case

JOHN GASBARRI; [redacted]

ITAR- PROSTITUTION; ITSP

b6
b7C

Date Property Acquired	Source From Which Property Acquired
6-10-74	

Location of Property or Bulky Exhibit	Reason for Retention of Property and Efforts Made to Dispose of Same
CLOsed section	too large for 1A

Description of Property or Exhibit and Identity of Agent Submitting Same

see attached sheet

SEMIANNUAL INVENTORY CERTIFICATION TO JUSTIFY RETENTION OF PROPERTY (Initial and Date)

Field File 166-685-1B1

SEARCHED ____ INDEXED ____
SERIALIZED ____ FILED ____
FBI—MILWAUK[illegible]

b6
b7C

6-12-74 1B1

1) one photo of [redacted]
2) one photo of HELEN KASPER
3) one photo of [redacted]
4) one photo of
5) one photo of
6) one photo of
7) one photo of ROBERT WANEK
8) one photo of [redacted]
9) one photo of
10) one photo o
11) one photo o
12) one photo o
13) one photo o
14) one photo o
15) one photo o
16) two photo [redacted]
17) three photos of [redacted]
18) three photos of RICHARD MATTRELLA
19) copy of subpoena with [redacted]
20) statements for [redacted] for 9/72, 10/72, 8/73 9/73

b6
b7C

9-26-74 21. 1 photo of [redacted]

9-26-74 22. Copy of certificate of Release of Federal tax Lien and related items.

12-5-74 23. liquor license application for 28 Sulvoo Street, Nurby, May 28, 1963 7, 1964 June 1, 1956 sent to Bu [redacted] 12-5-74

12-5-74 sent to Bu [redacted] 24. Xerox Copy of NCH tickets 032-420075977 & 032.420065 2950/ returned 12 [redacted] w/associated misc. charges order

12-23-74 25) two copies of a Sup Opinions of U.S. court of appeals

12-30-74 26) PHN brochure sent to MI with BA let 12-26-74